

SEQ204



GM981908

**THIS AGREEMENT** is made the *21st* day of *September* 2001

**BETWEEN**

1. **VINEACRE LIMITED** whose Registered Office is at 36-44 Alma Street Luton Bedfordshire LU1 2PL (hereinafter called "the Purchaser")
2. **LIAM CARROLL** care of 36-44 Alma Street Luton Bedfordshire LU1 2PL
3. **JOHN ROBINSON** of 176 Manchester Road Ince-in-Makerfield Wigan Greater Manchester (hereinafter called "the Vendor")

1. **PREAMBLE**

- 1.1. This Agreement is supplemental to two several Agreements bearing even date herewith and made between the first and third parties hereto in the inverse order relating to the sale and purchase of two parcels of land at Cranberry Lea Ashton-in-Makerfield Wigan aforesaid with Registered Title number GM 822439.
- 1.2. Development is proposed in respect of land at Cranberry Lea Ashton-in-Makerfield Wigan aforesaid shown edged red on the plan annexed hereto (hereinafter called "the Property") including part of the land comprised in the Agreements referred to in the preceding sub-clause.
- 1.3. The purpose of this Agreement is to provide for payment (the "Due Payment") to be paid to the Vendor if within the period from the date hereof until the *20th* day of *September* 2026 planning permission is granted for the residential or other development of the Property or any part thereof.
- 1.4. This paragraph 1 is an explanatory introduction only and does not override the more detailed provisions which follow.
- 1.5. In the case of residential or other development of the Property or part thereof the amount to be paid by the Purchaser (or any subsequent owner of the whole or any part thereof) shall be £10,500.00 per net developable acre and

pro rata for any fraction of one acre in respect of which planning permission for residential or other development is granted.

- 1.6. This Agreement is to be binding upon and enforceable against successive owners of the Property.

2. **DEFINITIONS**

2.1.1. The 'Payment Date' means the date four weeks after the Trigger Event (which is the grant of planning permission for the residential or other development of the Property or any part thereof).

2.2. A 'Disposal' means

2.2.1. a conveyance or transfer of the freehold

2.2.2. a grant of a lease or

2.2.3. any other transaction or arrangement (including an agreement for sale or lease which is or has become unconditional) relating to the Property (or an interest therein) whereby money or moneys' worth becomes payable (whether immediately or otherwise) but excluding a tenancy or licence granted for agricultural purposes.

2.3. The 'Due Payment' means the sum of £10,500.00 per net developable acre and pro rata for any fraction of one acre in respect of which planning permission for residential or other development is granted.

2.4. A 'Trigger Event' means the grant on or before the 20th day of September 2026 of planning permission (whether at first instance or following any appeal) for residential or other development upon the Property or any part thereof.

2.5. In this Agreement 'planning permission' and 'development' shall have the meanings ascribed to them respectively in the Town and Country Planning Act 1990.

2.6. Any reference in this Agreement to a statute shall include any statutory modification or re-enactment of such statute and any regulation or order made pursuant to such statute.

3. **PAYMENT**

3.1. Upon each Payment Date the Purchaser shall pay the Due Payment to the Vendor.

3.2. The Purchaser shall notify the Vendor of every Trigger Event not later than 14 days thereafter (and shall at the same time supply the Vendor with a copy of the relevant planning permission).

3.3. Upon written request by the Vendor (but not more frequently than once every twelve months) the Purchaser shall certify in writing whether or not during the period since either the date of the last such certificate relating to the Property or ( if no such certificate has previously been supplied) the date of this Deed there has occurred in relation to the Property (or any part thereof) any Trigger Event or any Payment Date.

4. **SUBSEQUENT DISPOSALS AND TRIGGER EVENTS**

The Provisions of this Agreement shall apply to each Trigger Event affecting any part of the Property on or before the *20th* day of *September* 2026. The fact that a Payment Date may have occurred in respect of the Property or any part thereof shall not expressly or impliedly release the balance of the Property from the provisions of this Agreement PROVIDED however that "Due Payment" can only be made once on any particular part of the Property.

5. **ADJUSTMENTS**

If upon any Payment Date the Purchaser fails to pay the Due Payment then the same shall carry interest at the rate of 4% per annum above the base rate of Royal Bank of Scotland plc., from time to time, which shall be compounded with annual

rests and continue to accrue until the Due Payment together with all interest accrued thereon is paid.

6. **PROVISION OF INFORMATION**

- 6.1. The Purchaser shall forthwith supply the Vendor free of charge with a copy of any information in the possession or control of the Purchaser which relates to any matter the subject of the provisions of this Agreement or which otherwise is or may be relevant for the purpose of determining whether a Due Payment is or may be payable and if so the amount thereof.
- 6.2. The Purchaser shall permit the Vendor and its authorised agents upon reasonable notice to enter upon and inspect the Property for any purposes in connection with the provisions contained in this Agreement.
- 6.3. Liam Carroll, a Director of the Purchaser, and the Purchaser hereby jointly and severally undertake with the Vendor that they will each use all reasonable endeavours to procure the registration of a Caution or Cautions at the relevant Land Registry to protect the interest of the Vendor in respect of the Property. Liam Carroll and the Purchaser further jointly and severally undertake with the Vendor that they will each use their best endeavours to keep the Vendor fully informed as and when options are granted to the Purchaser in respect of the Property.

7. **NOTICES**

- 7.1. Any written notice to be given pursuant to the provisions of this Agreement will be validly served if sent by registered or recorded delivery post to the address of the person whom it is addressed.
- 7.2. Any notice sent in accordance with Paragraph 7.1 above will be conclusively treated as having served on the second working day after posting (excluding the day of posting).

7.3. The provisions for postal service set out above are not to prevent any other effective form of service such as facsimile or any other means of written or electronic transmission.

8. **DISPUTES**

Any dispute between the Purchaser and the Vendor as to any matter affecting or relating to the provisions of this Agreement may be referred by either of them to an independent Chartered Surveyor for determination such surveyor (in the absence of agreement between the Purchaser and the Vendor to be appointed by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and such surveyor shall make a determination on all the matters which have not been agreed and that are required to be determined for the purposes of this Agreement, his determination shall be made acting as expert and not as arbitrator, and he shall determine who should be responsible to pay his costs (but failing any determination of such issue as to costs his costs shall be borne by the Purchaser and the Vendor in equal shares).

9. **SUCCESSORS IN TITLE**

9.1. The Purchaser shall not on or before the *20th* day of *September* 2026 convey or transfer the freehold or grant a Lease (excluding an agricultural tenancy *from year to year*) or otherwise dispose of the Property or any part thereof to any person (for which the avoidance of doubt under this Paragraph 9 includes a corporate body or any other legal entity) without obtaining from such person a covenant in favour of the Vendor to comply fully with the provisions of this Agreement (including this Paragraph 9) in relation to that part of the Property (including the whole as the case may be) the subject to such conveyance transfer or lease.

- 9.2. The Vendor and the Purchaser hereby apply to the Chief Land Registrar to register such entries as he may deem appropriate in the Registers of Title of the individual Title Numbers comprising the Property to give effect to the provisions of this Agreement.
- 9.3. The Purchaser shall furnish the Vendor with a duplicate of every instrument giving effect to any such conveyance transfer or lease as is referred to in Paragraph 9.1 above such duplicate instrument to be duly stamped executed by every person covenanting thereunder in favour of the Vendor and supplied to the Vendor within six weeks from the date of execution thereof.
- 9.4. The Purchaser shall pay the reasonable costs and expenses incurred by the Vendor in connection with any request by or on behalf of the Purchaser for the Vendor to approve in advance a draft or any instrument referred to in Paragraph 9.3 above.
- 9.5. Provided that the Purchaser (in this Paragraph 9.5 meaning the person disposing of all his estate and interest in the Property or (as the case may be) any part thereof) has fully complied with all of his obligations under the provisions of this Agreement (including under this Paragraph 9):
- 9.5.1. the Purchaser shall have no further liability under the provisions of this Agreement (except (if applicable) under Paragraphs 5.1 of this Agreement) once he has disposed of all his estate and interest in the Property or in the case of a disposal of all his estate and interest in part of the Property no further liability thereunder (except as aforesaid) in respect of that part of the Property (but without prejudice to the Purchaser's subsisting liability thereunder in respect of the remainder of the Property) and

9.5.2. the Vendor will upon written request from the Purchaser (which shall be accompanied by a certificate in writing from the Purchaser certifying that the Purchaser has fully complied with all his obligations (including (if applicable) under Paragraph 5.1 of this Agreement) under the provisions of this Agreement) provide his written consent to any disposition of or dealing with the Property or any part thereof by the Purchaser.

10. **VENDOR'S OBLIGATIONS**

The Vendor will use all his reasonable endeavours to assist the Purchaser in obtaining planning consent on the Property as and when requested and without payment.

**IN WITNESS** whereof the parties hereto have executed this instrument as their Deed the day and year first before written.

**EXECUTED** as a Deed by the said

**VINEACRE LIMITED** acting by

Director:

Director/Secretary:

**SIGNED** as a Deed by the said

**LIAM CARROLL** in

the presence of:



W	SIGNATURE	x
I		
T	ADDRESS	x
N		
E		
S		
S	OCCUPATION	x

**SIGNED** as a Deed by the said

**JOHN ROBINSON** in

the presence of:

W	SIGNATURE	x
I		
T	ADDRESS	x
N		
E		
S		
S	OCCUPATION	x

  
  
83. NORTH OMBEL HALL 57  
WILLEY W164W  
WNI 382  
SHOP OWNER



